

WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE VILLAGE OF GLEN ELLYN, CITIZENS UTILITIES COMPANY OF ILLINOIS, AND THE DUPAGE WATER COMMISSION

Dated: April 12, 2001

WATER TRANSMISSION AND DELIVERY AGREEMENT AMONG THE VILLAGE OF GLEN ELLYN, CITIZENS UTILITIES COMPANY OF ILLINOIS, AND THE DU PAGE WATER COMMISSION

This Water Transmission and Delivery Agreement (the "Agreement"), dated as of April 12, 2001 by and among the VILLAGE OF GLEN ELLYN, a municipal corporation of the State of Illinois (the "Village"), and CITIZENS UTILITIES COMPANY OF ILLINOIS, an Illinois corporation ("Citizens Utilities") and a public utility within the meaning of Section 3-105 of the Public Utilities Act, 220 ILCS 511-101 et seq., and the DU PAGE WATER COMMISSION, DuPage, Cook, and Will Counties and State of Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 et seq., and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq.,

WITNESSETH

WHEREAS, Citizens Utilities has entered into a Water Purchase and Sale Contract dated April 12, 2001 (the "Citizens Customer Contract") with the Commission for sale by the Commission of Lake Michigan water to Citizens Utilities for the potable water distribution systems owned and operated by Citizens Utilities (the "Liberty Ridge East System"); and

WHEREAS, the Citizens Customer Contract provides in Subsection 4B that Citizens Utilities may negotiate for alternate delivery of Lake water through a charter customer of the Commission in lieu of a direct connection between the Commission's water system and the Liberty Ridge East System; and

WHEREAS, the Village has entered into a Water Purchase and Sale Contract dated June 11, 1986 (the "Charter Customer Contract") with the Commission and is a charter customer of the Commission; and

WHEREAS, Citizens Utilities and the Village desire to enter into a water transmission and delivery agreement for the alternate delivery of Lake water in the form of this Agreement; and

WHEREAS, the Village owns and operates a water distribution system (the "Village System"), which system is supplied with Lake water by the Commission pursuant to the terms of the Charter Customer Contract; and

WHEREAS, Citizens Utilities' Liberty Ridge East System is adjacent to the Village System and is capable of being served with the alternate delivery of Lake water through the Village System; and

WHEREAS, the Commission has reviewed and approved this Agreement in accordance with the requirements of Subsection 4B of the Citizens Customer Contract;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, Citizens Utilities, the Village, and the Commission hereby agree as follows:

Agreement to Deliver. The Village agrees to transmit and deliver Lake Section 1. water purchased by Citizens Utilities from the Commission through the Village System to the Liberty Ridge East System, subject to availability of such Lake water from the Commission. Notwithstanding any requirement of the Citizens Customer Contract to the contrary, the Commission shall bear no responsibility for the contamination of such Lake water or deterioration of water quality occurring beyond the Commission's point of delivery to the Village System. Subject to the terms and conditions of this Agreement, the Village will deliver the full Lake water supply to the Liberty Ridge East System through an interconnection (the "Interconnection") consisting of the Liberty Ridge East System Metering Station, the Liberty Ridge East System Connection Facilities and the Village System Improvements, all as more fully described below. Except in the case of an emergency, the Village shall deliver water to the Liberty Ridge East System Metering Station at the same general pressure of the Village System which is expected to be at a pressure not to exceed 55 pounds per square inch and not to be less than 35 pounds per square inch, measured at the Liberty Ridge East System Metering Station. Notwithstanding any requirement of the Citizens Customer Contract to the contrary, title to all Lake water supplied by the Commission shall remain in the Commission to the point of delivery to the Village System and thereupon shall pass to the Village and Citizens Utilities as their interests may appear. The Village's obligation to provide water to Citizens Utilities is contingent upon the existence of a water supply contract between the Commission and Citizens Utilities and between the Commission and the Village.

Section 2. Construction of Interconnection.

- A. Metering Station. The Commission shall furnish, install, own, operate, maintain, and when necessary, replace at the Interconnection a metering station and point of delivery (the "Liberty Ridge East System Metering Station") pursuant to Section 5 of the Citizens Customer Contract in accordance with the timetable established in the Citizens Customer Contract, except that such metering station shall be as described in Exhibit A to this Agreement rather than as described in Exhibit B-2 to the Citizens Customer Contract. Notwithstanding any requirement of the Citizens Customer Contract to the contrary, the Commission shall not be required to connect the Commission's Waterworks System to the Liberty Ridge East System Connection Facilities or the Liberty Ridge East System Metering Station so long as this Agreement is in effect. For purposes of the Citizens Customer Contract, the "Point of Delivery" shall be a point in the Interconnection 10 feet downstream from the point at which the Lake water delivered to Citizens Utilities pursuant to the Citizens Customer Contract leaves the Liberty Ridge East System Metering Station and enters the Liberty Ridge East System. Citizens Utilities shall grant to the Commission all necessary easements for the Liberty Ridge East System Metering Station pursuant to Section 5 of the Citizens Customer Contract.
- B. <u>Liberty Ridge East System Connection Facilities</u>. Citizens Utilities shall site, design, construct, operate, maintain, and when necessary replace the Liberty Ridge East System Connection Facilities pursuant to Subsection 4A of the Citizens Customer Contract, except that such facilities shall be as described in Exhibit B to this Agreement rather than as described in Exhibit B-1 to the Citizens Customer Contract. The Liberty Ridge East System Connection Facilities shall be designed and constructed in accordance with the timetable established in the Citizens Customer Contract. Notwithstanding any requirement of the Citizens Customer Contract to the contrary, Citizens Utilities shall not be required to construct a pressure adjusting station so long as this Agreement remains in effect.
- C. <u>Extension and Improvement of Village System</u>. Citizens Utilities shall design and construct, at its sole cost and expense, the extensions and improvements of the Village System,

described in Exhibit C to this Agreement, and required to connect the Village System to the Liberty Ridge East System Connection Facilities and the Liberty Ridge East System Metering Station and to permit delivery of Lake water to the Liberty Ridge East System through the Village System ("Village System Improvements"). All design and construction plans and specifications for such extensions and improvements shall require the written approvals of the Commission and the Village before commencement of any construction and the Village System Improvements shall be designed and constructed in accordance with the timetable established for the design and construction of the Liberty Ridge East System Connection Facilities in the Citizens Customer Contract. Citizens Utilities shall pay the construction cost of the Interconnection, either directly or, with respect to the Liberty Ridge East System Metering Station, to the Commission.

Citizens Utilities shall provide the Village with a non-exclusive 10 foot easement for the portion of the water main installed as part of the Village System Improvements which is installed on property owned by Citizens Utilities, where there is not an existing public utility easement. Citizens Utilities shall provide, at the connection point, isolated electrical signals for the flow and pressure readings. The Village shall install and maintain (at its own cost) the required monitoring equipment to transmit the signal back to the Village's SCADA system. Upon satisfactory completion in accordance with such approved plans and specifications, all such improvements and extensions shall be conveyed to and accepted by the Village without charge. Citizens Utilities shall maintain the watermain installed as part of the Village System Improvements.

Section 3. Metering Station Access. The Commission shall provide access to the Liberty Ridge East System Metering Station to Citizens Utilities and the Village at reasonable times for purposes of examination and inspection, but the readings of each meter for billing purposes, calibration, and adjustment of the equipment therein shall be done only by the employees or agents of the Commission.

Section 4. Meter Readings. The Commission shall read the meters at the Liberty Ridge East System Metering Station ("Liberty Ridge East System Meters") and the Commission meters installed or maintained pursuant to the Charter Customer Contract to serve the Village

System ("Village System Meters") as close to simultaneously as reasonably possible. The Commission shall provide the Village with copies of readings of the Liberty Ridge East System Meters.

Section 5. Prices. Terms of Payment.

- A. <u>Citizens Utilities' Payments to the Commission</u>. Citizens Utilities shall make all required payments to the Commission in accordance with the terms of the Citizens Customer Contract. To the extent that such payments depend upon the amount of Lake water delivered to the Liberty Ridge East System, Citizens Utilities payments to the Commission pursuant to the Citizens Customer Contract shall be based on readings taken by the Commission of the Liberty Ridge East System Meters.
- B. <u>Village's Payments to the Commission</u>. The Village shall make all required payments to the Commission in accordance with the terms of the Charter Customer Contract. To the extent that such payments depend on the amount of Lake water delivered to the Village System, the Village's payments to the Commission pursuant to the Charter Customer Contract shall be based on the difference between the readings taken by the Commission of the Village System Meters and the readings taken by the Commission of the Liberty Ridge East System Meters. If, for any billing period, the measurement of the amount of Lake water delivered through the Liberty, Ridge East System Meters to the Liberty Ridge East System exceeds the measurement of the amount of Lake water delivered through the Village System Meters, then the difference between such readings shall be deemed to be zero.
- C. <u>Citizens Utilities Payments to the Village</u>. During the first twelve (12) months from the date Citizens Utilities begins accepting water from the Village, Citizens Utilities shall pay to the Village, for the water transmission, delivery and storage services provided under this Agreement, the amount of \$0.40 per thousand gallons of water, or fraction thereof, metered by the Liberty Ridge East System Meters (the "wheeling rate"). The Village shall invoice Citizens Utilities monthly for such services, and payment shall be due within thirty (30) days after invoicing by the Village. The wheeling rate will be adjusted in the same proportion that the Village's water rate to its customer base increases. If the Village can demonstrate to Citizens Utilities that the Village's actual proportionate increase in a specific cost of providing the use of

the Village system to Citizens Utilities is greater than the proportionate increase for the same specific cost used in determining the Village's water rate to its retail customers, the Village may propose in writing a higher rate increase. This proposed rate increase shall not become effective unless mutually agreed to by both parties and Citizens Utilities shall have received approval of such rate change from the Illinois Commerce Commission. The Village agrees to give Citizens Utilities sixty (60) days written notice prior to any rate change going into effect.

The Village has entered into a Recapture Agreement under which it is obligated to pay to Airhardt Construction the sum of \$6,230.00 in the event Citizens Utilities should connect to the Village System. The recapture is for line extensions and over sizing which will benefit Citizens Utilities. Within ninety (90) days after the execution of this Agreement by all parties, and in any case prior to the connection by Citizens Utilities to the Village System, Citizens Utilities shall pay to the Village the sum of Six Thousand Two Hundred Thirty Dollars (\$6,230.00). The Village will utilize those funds to pay its obligation under the Recapture Agreement.

If Citizens Utilities desires to dispute any payment, or part thereof, due or claimed to be due under this Subsection 5C, Citizens Utilities shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Village that charges are disputed, the grounds for dispute, and the amount in dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within the time herein specified, or within a reasonable period from the time Citizens Utilities knew or should have known of the facts giving rise to the dispute. It is expressly understood and agreed that no dispute over payments due or claimed to be due under this Subsection 5C shall be referred to arbitration for review or settlement. Upon receipt of a notification of dispute, representatives of the Village shall meet promptly with representatives of Citizens Utilities to resolve such dispute. If the Village and Citizens Utilities, then such sum shall be refunded. Either party may seek judicial relief relating to such monetary dispute.

Any late payment under this Subsection 5C shall bear interest at the rate of two percent (2%) per month with the minimum late payment charge being for a one (1) month period.

Water Storage Capacity. The Village shall maintain, during the entire term Section 6 of this Agreement and any renewal or extension of it, effective water storage capacity equal to the water storage capacity required by the Charter Customer Contract for the Village System plus the storage capacity required for the Liberty Ridge East System pursuant to Subsection 4C of the Citizens Customer Contract. In the event that the City of Chicago or the Commission should send a written demand to the Village that its water storage capacity be increased, then, to the extent that such water storage capacity is not adequate, additional capacity shall be constructed, maintained and expanded as necessary to satisfy that demand by the Village. If at any time the Village's effective water storage capacity is not sufficient to meet the storage requirements of both the Charter Customer Contract and the Citizens Customer Contract as a result of increased storage requirements of the Liberty Ridge East System (but not the Village System), then the deficiency, up to the maximum requirement of Subsection 4C of the Citizens Customer Contract, shall be deemed to be attributable to the Liberty Ridge East System and shall be corrected, up to the maximum requirement of Subsection 4C of the Citizens Customer Contract, by Citizens Utilities pursuant to the terms of the Citizens Customer Contract, unless, by amendment to this Agreement made in accordance with Section 14 of this Agreement, the Village agrees to correct such deficiency.

Section 7. Continued Operation of Wells. Citizens Utilities shall maintain its existing well located in the Derby Glen Subdivision in fully operational condition in accordance with the Citizens Customer Contract.

Section 8. <u>Limitations on Supply of Water.</u>

A. <u>Curtailment</u>. If at any time it becomes necessary for the Commission to limit generally its delivery of Lake water to its customers for any reason, then the Village and Citizens Utilities together shall take all reasonable and appropriate actions to provide that such Lake water as is delivered by the Commission is shared by the Village and Citizens Utilities on a pro rata basis in accordance with their respective contracts with the Commission. If the Village switches to the use of its well due to a curtailment for both Citizens Utilities and the Village, then Citizens Utilities shall also use its well supply.

- B. <u>Limitation on Supply to Village</u>. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Village System (but not to the Liberty Ridge East System) for any reason pursuant to the Charter Customer Contract and specifically related to the Village, then the Village shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Village System, to limit the use of Lake water in the Village System so that the Lake water to which the Liberty Ridge East System is entitled is delivered by the Village to the Liberty Ridge East System Metering Station.
- C. <u>Limitation on Supply to Citizens Utilities</u>. If at any time it becomes necessary for the Commission to limit its delivery of Lake water to the Liberty Ridge East System (but not to the Village System) for any reason pursuant to the Citizens Customer Contract and specifically related to Citizens Utilities, then Citizens Utilities shall take all reasonable and appropriate actions, including without limitation the imposition of water use limitations on customers of the Liberty Ridge East System, and the Village shall, and shall be entitled to, make all necessary and appropriate adjustments to the Village System and the Commission may, and shall be entitled to, make all necessary and appropriate adjustments to the Liberty Ridge East System Metering Station, to assure that the appropriate amount of Lake water to which the Village System is entitled is delivered to the Village System during such period of curtailment to Citizens Utilities.
- D. <u>No Liability of Commission</u>. Citizens Utilities and the Village each hereby acknowledge and agree that the Commission shall not be obligated to enforce the provisions of this Section 8 but may do so in its sole discretion and that the Commission shall not be liable either to Citizens Utilities or to the Village for any damages occasioned by or in any way related to any limitation on, or delay in, the delivery of Lake water to them or to either one of them.
- E. <u>Rate of Withdrawal</u>. The rate of flow that the Village may withdraw from the Commission for the Liberty Ridge East System shall be limited to 1.7 times the allocation rate for such system. The rate of flow that the Village may withdraw from the Commission for the Village System shall be limited to 1.7 times the allocation rate for such system.
- Section 9. Releases and Indemnification. Citizens Utilities hereby releases and holds harmless the Village and the Commission, and each one of them, and their respective officers,

agents and employees, from, and agrees that neither the Village, the Commission nor their respective officers, agents or employees, shall be liable for, any damages resulting from failure to supply Lake water or for any interruption of the Lake water supply. Citizens Utilities hereby agrees to indemnify, save, and hold harmless the Village, the Commission, and each one of them. and their respective officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against the Village, the Commission, or either one of them, or any of their respective officers, agents or employees, for any loss or damage to any real or personal property caused by, connected with, or in any way attributable to the installation, maintenance, or operation of the Liberty Ridge East System or the Interconnection. In connection with any such claims, litigation or liabilities, the Village and the Commission, and either one of them, and their respective officers, agents, employees, representatives and assigns shall have the right to defense counsel of their choice. Citizens Utilities shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, litigation or liabilities. Citizens Utilities shall have the right to participate in the defense of any such claim, or litigation and, upon request by the Village or the Commission, shall undertake the defense of the requesting party, as well as the requesting party's officers, agents, and employees.

The Village hereby agrees to indemnify, save, and hold harmless the Commission, and its officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and attorneys' fees, asserted against it or any of them for injury to or the death of any person or persons whomsoever or for any loss or damage to any real or personal property caused by, connected with, or in any way attributable to any exercise by the Village of any right or duty herein granted or any failure by the Village to exercise any such right or duty, or to comply with any of the terms or conditions hereof. The Village shall have the right to participate in the defense of any such claim or litigation and, upon request by the Commission, shall undertake the defense of the Commission, as well as its officers, agents, and employees.

Citizens Utilities hereby agrees to indemnify, save, and hold harmless the Commission and the Village, and each one of them, and their respective officers, agents and employees, from and against all claims, litigation, and liability, including legal defense costs and expenses and

attorneys' fees, asserted against it or any of them for injury to or the death of any person or persons whomsoever or for any loss or damage to any real or personal property caused by, connected with, or in any way attributable to any exercise by Citizens Utilities of any right or duty herein granted or any failure by Citizens Utilities to exercise any such right or duty, or to comply with any of the terms or conditions hereof. Citizens Utilities shall have the right to participate in the defense of any such claim or litigation and, upon request by the Commission or the Village, shall undertake the defense of the requesting party, as well as the requesting party's officers, agents, and employees.

be deemed to be the separate written contract between the Commission and Citizens Utilities required by Subsection 4B of the Citizens Customer Contract for the Alternate Delivery of Lake water. Except where expressly provided in this Agreement, nothing in this Agreement shall be construed to be, or applied in any manner, inconsistent with the terms of the Charter Customer Contract or the Citizens Customer Contract, and if there is any conflict or inconsistency between the terms of this Agreement and the terms of either one or both of those Contracts, then the terms of those Contracts shall control.

The Village shall at all times comply with all terms and conditions of the Charter Customer Contract, and Citizens Utilities shall at all times comply with all terms and conditions of the Citizens Customer Contract, including without limitation the making of all payments due thereunder promptly to the Commission and the development of the Liberty Ridge East System Connection Facilities in accordance with the timetable established therein. Under no circumstances shall any dispute of any nature under this Agreement or Citizens Utilities' inability to receive water through the Interconnection provided by this Agreement, excuse, delay, or in any other way affect the Village's or Citizens Utilities' performances under such Contracts, including without limitation the making of all such payments.

Section 11. ICC Approval. This Agreement is subject to the approval of the Illinois Commerce Commission, and the Village agrees to cooperate with Citizens Utilities in support of Citizens Utilities' application seeking said approval. If the Illinois Commerce Commission approves some but not all of the provisions of this Agreement, then the parties to this Agreement

may, each in the exercise of its own discretion, agree by written amendment to revise the provisions of this Agreement to a form satisfactory to the Illinois Commerce Commission. Therefore, the Village will have the ability to approve changes to this Agreement proposed by the Illinois Commerce Commission. In the event of such an agreed revision, this Agreement shall take effect as revised. Nothing in this Agreement shall be construed to require any party to agree to any revision to this Agreement as a result of any action by the Illinois Commerce Commission. Under no circumstances shall any delay in, or failure of, the Illinois Commerce Commission approval of this Agreement affect Citizens Utilities' duties and obligations under the Citizens Customer Contract.

Section 12. Term. Subject to the approval of the Illinois Commerce Commission, the term of this Agreement shall be from the date first above written until the end of the term, or any renewal or extended term, of the Citizens Customer Contract or the end of the term, or any renewal or extended term, of the Village's Charter Customer Contract, whichever is earlier.

Section 13. Governing Law. This Agreement shall be construed exclusively under the applicable laws of, but not the conflict of law rules of, the State of Illinois.

Section 14. Amendment. This Agreement shall not be modified, revised, amended, or annulled in any way except in writing approved by all parties hereto.

Section 15. Notices. All notices or communications provided for herein shall be in writing and shall be delivered in person or by certified United States mail, return receipt requested, postage prepaid, addressed as follows:

To the Village:

Village of Glen Ellyn 535 Duane Street Glen Ellyn, IL 60137 Attention: Village Manager

To Citizens Utilities:

Citizens Utilities Company of Illinois 1000 Internationale Parkway Woodridge, IL 60517-4924 Attn: Vice President & General Manager To the Commission:

DuPage Water Commission 600 East Butterfield Road Elmhurst, IL 60126 Attn: General Manager

until and unless other addresses are specified by notice given in accordance herewith.

Section 16. Restrictions on Water Use. Citizens Utilities shall adopt and enforce on itself and its customers restrictions on the use of water within the Liberty Ridge East System that are identical to the restrictions set forth in the Village Code from time to time which apply within the Village System. Citizens Utilities and the Village each hereby acknowledge and agree that the Commission shall have no obligation to enforce, by the curtailment of delivery of Lake water or otherwise, nor any liability for the enforcement of, the provisions of this Section 16.

Section 17. Service Area Limitations. The current service area of the Liberty Ridge East System is designated on the map attached hereto as Exhibit D. Notwithstanding any requirement of the Citizens Customer Contract to the contrary, and subject to all of the provisions of the Citizens Customer Contract, the Commission and the Village shall only be required to sell and deliver to Citizens Utilities an amount of Lake water necessary from time to time to serve the Full Water Requirements of the Liberty Ridge East System's current service area designated on Exhibit D attached hereto. For purposes of the Citizens Customer Contract, the "Liberty Ridge East System" shall be the waterworks system described in the Illinois Commerce Commission Certificates of Public Convenience and Necessity listed in Exhibit A to the Citizens Customer Contract as well as any extensions or improvements of that system as may be approved by additional or amended Illinois Commerce Commission Certificates of Public Convenience and Necessity and by the Village of Glen Ellyn. Citizens Utilities and the Village each hereby acknowledge and agree that the Commission shall have no obligation to enforce, by the curtailment of delivery of Lake water or otherwise, nor any liability for the enforcement of, the provisions of this Section 17.

Section 18. Chlorination. Citizens Utilities shall be solely responsible for maintaining a chlorine residual, in compliance with all applicable laws, rules and regulations, within the Liberty Ridge East System.

Section 19. Village Consent to Assignment. The Village agrees that Citizens Utilities shall have the right to assign all of its rights and obligations under this Agreement to any entity which succeeds to or acquires substantially all of Citizens Utilities' operations or assets. Any such assignment by Citizens Utilities shall relieve, release and forever discharge Citizens Utilities from any further duty or responsibility to the Village under this Agreement, but shall have no affect upon the rights and responsibilities of Citizens Utilities to the Commission under the Citizens Customer Contract or this Agreement. Notices of any such assignment shall be given in accordance with Section 15 of this Agreement.

IN WITNESS WHEREOF, the Village, Citizens Utilities, and the Commission have caused this Agreement to be properly signed and attested to by their respective officers, and their seals affixed hereto, all as of the day and date first hereinabove set forth.

VILLAGE OF GLEN ELLYN

By: ______

(Corporate Seal)

ATTEST:

Village Clerk

CITIZENS-UTILITIES COMPANY OF ILLINOIS

 $\mathbf{R}\mathbf{v}$

(Corporate Seal)

ATTEST:

Secretary

DU PAGE WATER COMMISSION

By:

Chairman

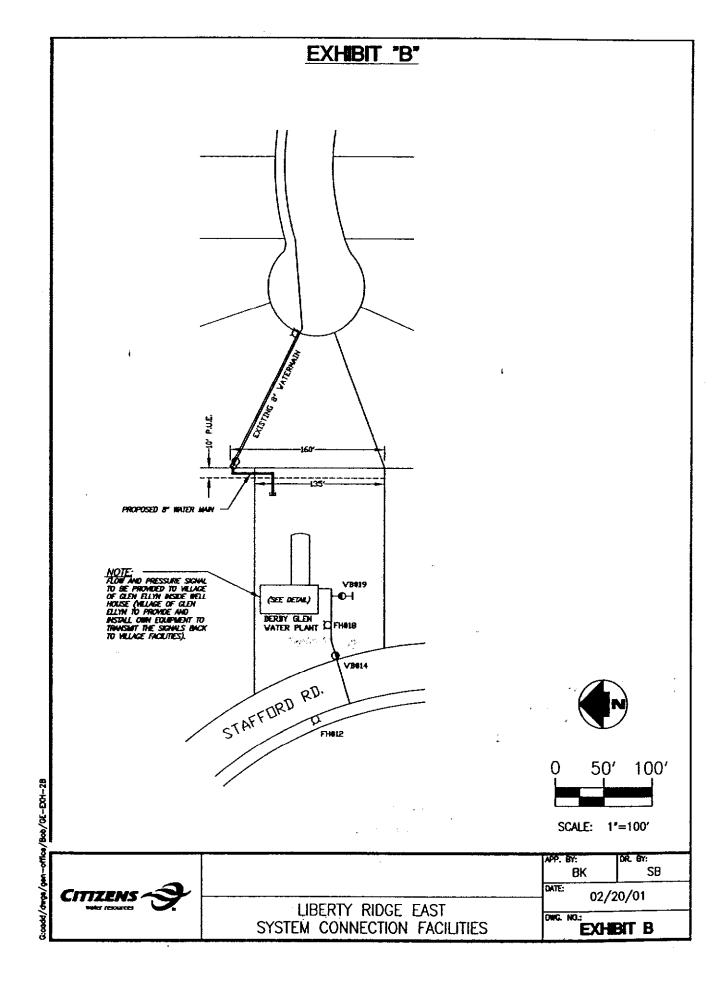
(Corporate Seal)

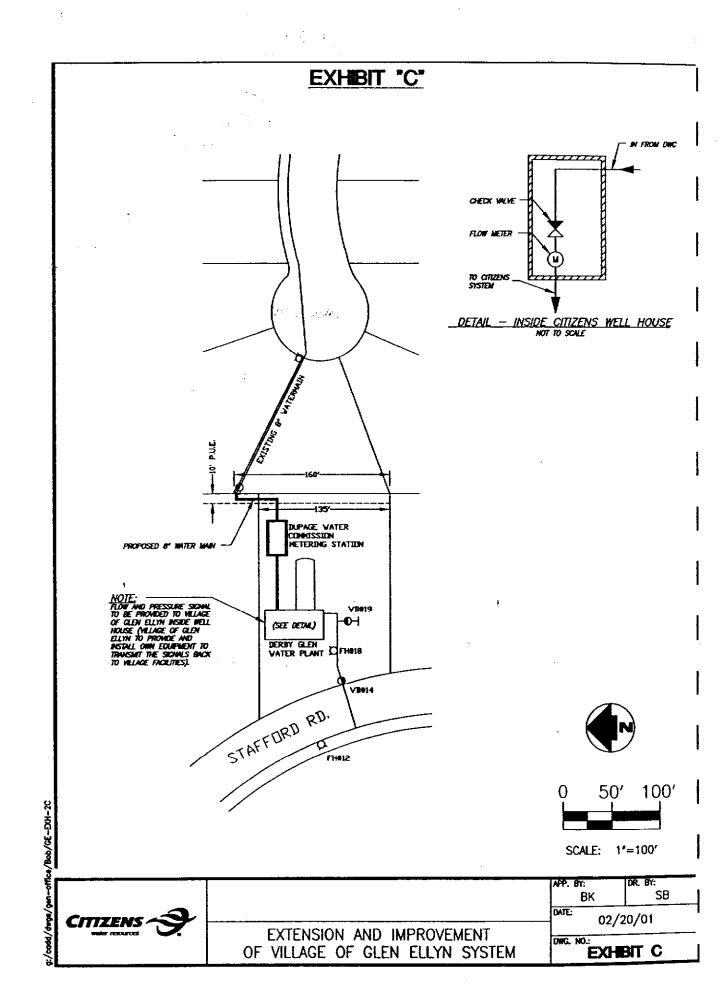
ATTEST:

Acting Clerk

TO CITIZENS WELL HOUSE MOTORIZED BUTTERFLY VALVE - METERS - STRAINERS MANUAL OPERATED BUTERFLY VALVE (TYP. OF 4) FROM GLEN ELLYN SYSTEM APP. BY: LIBERTY RIDGE EAST SYSTEM SB BK METERING STATION (TYPICAL) DATE: 02/20/01 DWG. NO.: **EXHIBIT** A

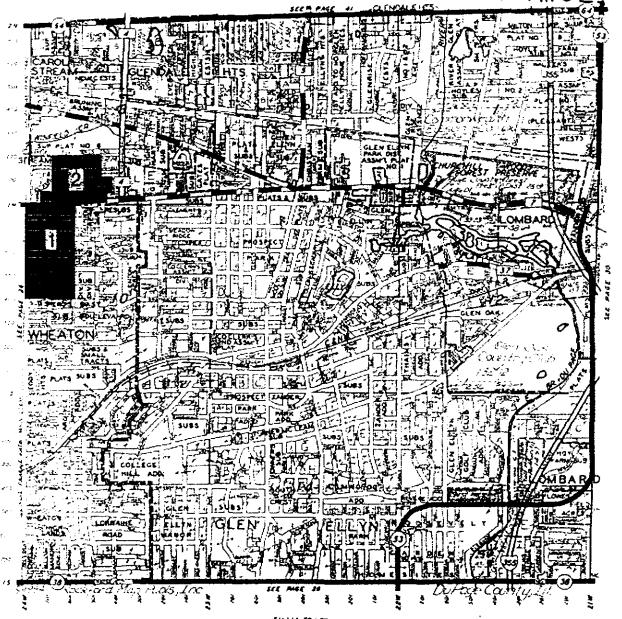
//mms //mon-office/Bob //cf--57H-2





PAPT MILTON

T.39N.-R.10E.2



DOCKET NUMBER

1. 84-0178 2. 92-0100

CITIZENS -

LIBERTY RIDGE EAST SYSTEM SERVICE AREA

DATE: 02/16/01

DWG, NO.:

EXHIBIT D

G:/codd/dwgs/gen-office/Bob/DP-EXH-